

**STATE OF LOUISIANA
INVITATION TO BID (ITB)**

**PURCHASE
OF
SpectraGuard Support Equipment Maintenance**

Issuing Agency:

**LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER NEW ORLEANS**

***ITB Coordinator:*
Patrick Defourneaux**

Solicitation Number: 002525

Bid Opening Date: WEDNESDAY, June 1st, 2022

Bid Opening Time: 2:00 P.M. (CT)

433 Bolivar Street, Room 623, LSU HSC New Orleans Purchasing Department,
New Orleans, LA 70112

Part I. Scope, Evaluation, Selection, and Award

1.1 Scope

This ITB solicits bids for the **SpectraGuard Support Equipment Maintenance** for Louisiana State University Health Sciences Center New Orleans (LSUHSC NO) as described in Attachment I to this Invitation to Bid.

1.2 Evaluation and Selection

All responses received as a result of this ITB shall be subject to evaluation by a duly authorized committee for the purpose of selecting the bidder with whom a contract may be negotiated.

1.3 Basis of Evaluation and Selection

The basis of evaluation and selection shall be as follows:

- 1.3.1** The bid shall be evaluated to insure that all mandatory administrative requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- 1.3.2** The bid shall be evaluated to insure that all mandatory technical requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- 1.3.3** The next consideration shall be the total projected cost.
- 1.3.4** LSUHSC NO reserves the right to require additional information from bidders, and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid information.

1.4 Pre-Award Negotiations

Upon determination of which bidder is the apparent lowest responsive, responsible bidder, LSUHSC NO reserves the right to negotiate final contract terms with that bidder. If for any reason the apparent lowest responsive, responsible bidder does not agree to a contract, its bid shall be rejected and LSUHSC NO may then negotiate with the next lowest responsive, responsible bidder. An award shall be made only after LSUHSC NO, has approved the final contract form, and has issued a purchase order.

CAUTION: ANY BIDDER WHO SHIPS OR OTHERWISE EXPENDS TIME OR MONEY PRIOR TO AWARD AS DEFINED ABOVE, DOES SO AT THE BIDDER'S OWN RISK.

1.5 Award

1.5.1 Award will be made on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the specifications of this ITB. LSUHSC NO reserves the right to reject any or all bids and waive any informalities.

1.5.2 LSUHSC NO is not liable for any cost incurred by the bidders prior to execution of a contract, and the issuance of a purchase order.

Part II. Mandatory Administrative Section

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS SHALL BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION.

2.1 Sealed Bid

Each bidder shall submit one (1) signed original copy of its bid. **BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.**

Bidders must properly complete and sign Bid, including all addenda. Any exceptions to the attached terms and conditions shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594.

These documents must be included with the bid:

- 1. INVITATION TO BID**
- 2. BID PRICE SHEET**
- 3. ADDENDA REQUIRING A SIGNATURE (if any are issued)**

2.2 Bid Guarantee

NOT APPLICABLE TO THIS ITB

2.3 Performance Bond

NOT APPLICABLE TO THIS ITB

2.4 Notice To Bidders

Each bidder is solely responsible for the accuracy and completeness of its bid.

2.5 Calendar of Events

ITB Announcement	Monday, May 2 nd , 2022
Written Inquiry Deadline (12:00 Noon)	Wednesday, May 18 th , 2022
Issue Responses to Provider Inquiries	Thursday, May 19 th , 2022
Bid Submission Deadline (2:00 PM)	Wednesday, June 1 st , 2022
Bid Award & Notification	Thursday, June 2 nd , 2022

NOTE: The State of Louisiana reserves the right to revise this calendar. Any such revision will be formalized by the issuance of an addendum to this ITB.

2.6 Bidder Inquiries

LSUHSC NO shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. LSUHSC NO reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in Section 2.5 Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by LSUHSC NO. Inquiries received after the established deadline shall not be entertained.

Email all inquiries to Patrick Defourneaux at PDEFOU@LSUHSC.EDU

Only the person identified above or their designee has the authority to officially respond to Bidder's questions on behalf of LSUHSC NO. Any communications from any other individuals are not binding to LSUHSC NO.

An addendum will be issued and posted at the Office of State Procurement LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any LSUHSC NO employee or LSUHSC NO consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. LSUHSC NO is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the State's online electronic bid posting and notification system resident on State

Procurement's website <https://www.doa.la.gov/doa/osp/> . In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on the Office of State Procurement website under Vendor Resources at <https://www.doa.la.gov/doa/osp/vendor-resources/> .

2.7 Changes, Addenda, Withdrawals

If the bidder needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the bidder, cross-referenced clearly to the relevant bid section, and should be submitted in a sealed envelope, prior to the bid opening. Such shall meet all requirements of the bid. If the bidder chooses to withdraw his bid response, the withdrawal notice shall be in writing and received prior to bid opening.

2.8 Alternate Bids

Not Applicable

2.9 Bid Response Format

The bid should be in two (2) parts. Part I should contain cost data. Part II of the Bid Response should contain documentation evidencing the bidder's compliance with the ITB requirements.

Part 1 of the Bid Response

1. The ITB & Price sheet for items specified in Attachment I.

NOTE: All costs shall be firm for the term.

Part II of the Bid Response may be formatted at the discretion of the bidder; however, the bidder shall document his ability to meet the requirements as set forth herein. Said documentation should be in detail. Any such documentation should be cross-referenced to the specific section numbers of this Invitation to Bid (ITB).

2.10 Delivery of Bids/Bid Opening

All bids are due by 2:00 PM, Wednesday, June 1st, 2022, at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Fax or e-mail bids will not be accepted. Delays by mail, traffic, or any other reason will be at the bidders own risk. The bid package must be delivered at the Bidder's expense to:

Patrick Defourneaux
Procurement Analyst, LSU Health Sciences Center
433 Bolivar St. 6th Floor, New Orleans, LA 70112
Office phone: 504-568-2947
Email: pdefou@lsuhsc.edu

ALL BIDS BECOME A MATTER OF PUBLIC RECORDS AT THAT TIME. BY SUBMITTING A BID, BIDDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE BID AND THE RELEASE OF THE INFORMATION.

2.11 Prime Contractor Responsibilities

The selected bidder shall be required to assume responsibility for all items offered in his bid whether or not he produces them. Further, LSUHSC NO shall consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.12 Acceptance of Bid Content

The mandatory ITB requirements shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations shall result in the rejection of the bid. Non-mandatory ITB requirements may be negotiated with the successful bidder.

2.13 Bidder's Insurance Requirements

Bidder shall furnish LSUHSC NO with certificates of insurance effecting coverage(s) required by this ITB (See Attachment A). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by LSUHSC NO before work commences. LSUHSC NO reserves the right to require complete certified copies of all required policies at any time.

Part III. Non-Mandatory Administrative Requirements

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS MAY BE CAUSE FOR REJECTION OF A BID WITHOUT FURTHER CONSIDERATION OR EVALUATION IF IT IS DETERMINED THAT THE VARIATION IS NOT IN THE BEST INTEREST OF LSUHSC NO.

3.1 Presentation

Clarity of presentation is desired. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this ITB. Elaborate bindings, colored displays and promotional material are not desired. Emphasis should be on completeness and clarity of content.

3.2 Inclusion of Bidder Forms, Contracts, Extraneous Terms, etc.

If the bidder has previously negotiated, and LSUHSC NO has accepted a contract which would be suitable for this acquisition, it should be included for informational purposes only.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents), whether or not deemed "material", which are attached or referenced with submissions, will not be considered part of the bid or resulting Contract, but rather will be deemed to have been included for informational or promotional purposes only. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s) or a waiver of LSUHSC NO's rights set forth above.

Preprinted contract forms will not be considered in the evaluation, award, or in contract negotiations in accordance with La. R.S. 39:200 F.

3.3 Bid Validity

All bids shall be considered valid for acceptance until final contract award, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its bid.

Part IV. Mandatory Technical Specifications

Bidders are cautioned that all stated requirements are mandatory.

4.1 Equipment Maintenance Requirements

The equipment maintenance requirements are described in Attachment I to this ITB.

Part V. SPECIAL CONDITIONS AND CONTRACT CLAUSES

The following terms and conditions shall be required in all contracts, however, the exact wording of these clauses, with the exception of those clauses denoted with an asterisk (*), may be negotiated with the successful bidder. If applicable, the bidder may submit or refer to a Master Agreement entered into by the State in accordance with La. R.S. 39:198.J.

****5.1 Fiscal Funding***

In accordance with La. R.S. 39:1615 C. and E., any contract entered into by LSUHSC NO as a result of this ITB shall include the following Fiscal Funding Clause:

The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

****5.2 Indemnification and Limitation of Liability***

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or

subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material or Service; (ii) State's use of the Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor."

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar**

amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5.3 General Contract Terms

The following general terms shall be among those included in any ensuing contract:

***5.3.1 Applicable Law**

All contracts entered into as a result of this bid, shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

***5.3.2 Contract Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

***5.3.3 Security**

Contractor's personnel will comply with all security regulations in effect at the LSU Health Sciences Center New Orleans premises, the Information Security Policy at: <https://www.doa.la.gov/doa/ots/about-us/infosec/> and externally for materials and property belonging to the LSU Health Sciences Center New Orleans. Contractor is responsible for promptly reporting to LSU Health Sciences Center New Orleans any known breach of security.

***5.3.4 Confidentiality**

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which becomes available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

5.3.5 Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State of Louisiana, Commissioner of Administration. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

5.3.6 No other documents other than the ITB, bidder's bid and final contract shall be binding unless such document has been reviewed by the Procurement Support Team and approved by the Chief Procurement Officer.

5.3.7 No company letterhead or logo shall be allowed on a contract document.

5.3.8 Late Payments

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

5.3.9 Right to Audit

The Louisiana State Legislative Auditor, federal auditors and internal auditors of LSUHSC NO, the Division of Administration ("DOA") or others so designated by the DOA shall have

the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment, or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

5.3.10 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

5.3.11 Waiver

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by the written consent of both parties

5.3.12 Taxes

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost.

5.3.13 Warranties

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in the Contract.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.14 Contract Modifications

No amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

5.3.15 Severability

If any term or condition of the Contract, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of the Contract are severable.

5.3.16 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

5.3.17 Cybersecurity Training

A. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

B. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Attachment I- Detailed Scope

- ~Only Spectra Logic SpectraGuard support should be bid.
- ~Pricing for (1) 5 year support renewal of Spectra Logic SpectraGuard should be provided.
- ~Maintenance renewal quoted shall have a start date of 7/31/22.
- ~Maintenance renewal quoted shall have a termination date of 7/30/27

Equipment list

Baton Rouge location:

Spectralogic T950, serial number 0716401

1. Spectra Logic: 90940515R/90940531R ASMB with SpectraGuard 4 hour on-site support, 7/31/2022-7/30/2027
 - PN 90940515R reflects SpectraGuard Four Hour On Site Support
 - PN 90940531R reflects Assisted Self Maintenance Basic
 - 1 LTO-4 Drive
 - 3 LTO-5 Drives
 - 4 LTO-7 Drives
 - 1 RIM
 - 1 QIP
 - 380 total slots
2. LTO-4 Service Life Continuation Fee, 1 drive. Spectra Logic 90808006R
3. LTO-5 Service Life Continuation Fee, 3 drives. Spectra Logic 90808006R
4. T950 Mechanical Refresh Service. Spectra Logic 90940573/90940599

New Orleans location:

Spectralogic T950, serial number PTH0413003

1. Spectra Logic: 90940515R SpectraGuard 4 hour on-site support, 7/31/2022-7/30/2027
 - PN 90940515R reflects SpectraGuard Four Hour On Site Support
 - 1 LTO-4 Drive
 - 1 LTO-5 Drive
 - 2 LTO-7 Drives
 - 1 RIM
 - 1 QIP
 - 380 total slots
2. LTO-4 Service Life Continuation Fee, 1 drive. Spectra Logic 90808006R
3. LTO-5 Service Life Continuation Fee, 1 drive. Spectra Logic 90808006R
4. T950 Mechanical Refresh Service. Spectra Logic 90940573/90940599

Attachment 1.1 – Definition of SpectraGuard Four Hour On Site

- **Telephone Support**
 - 24 hours a day, 7 days a week, 365 days a year.
- **Parts Replacement**
 - A replacement part to be sent via courier to the Customer's location. Depending on the Service Partners capabilities in a specific area, a Spectra-authorized partner field engineer, can bring the part to the customer's location.
- **On Site Parts Replacement**
 - A field service representative to be dispatched once troubleshooting steps deemed necessary by Spectra have been completed, and Spectra has determined that a part replacement is required. Dispatch is at the discretion of Spectra and the Customer may be requested to replace the part if appropriate.
 - A field service representative to arrive after dispatch within 4 hours including evenings, weekends and holidays.
 - Customer may specify a time of arrival after the four-hour window.
- **Remote Troubleshooting**
 - 24 hours a day, 7 days a week, 365 days a year.
- **Proactive Support Services – Not Included**
- **Advanced Service Management – Not Included**
- **Assigned Global Technical Support Center Representative – Not Included**
- **Storage Crisis Lifeline Disaster Recovery Program**
 - Once documentable disaster is established, loaner unit to ship within 24 business hours for use by the customer for up to 3 weeks.
 - The type of loaner unit to be determined by Spectra based on the Customer's needs.
 - Remote or On Site installation assis
 - tance will be available at the discretion of Spectra.
- **Field-replaceable Parts Stocked On Site – Not Included**
- **Web Portal – access to the Support Web Portal, knowledge base and online documentation.**
 - 24 hours a day, 7 days a week, 365 days a year.
- **Software and Firmware Upgrades – BlueScale software releases and firmware updates to be available for the Customer to download and install.**

Attachment 1.2 – Definition of SpectraGuard Assisted Self Maintenance (ASM)

Assisted Self Maintenance is available as supplemental coverage only. This add-on service must be paired with a Next Business Day On Site or Four Hour On Site service contract.

- **Telephone Support – Governed by base service level.**
- **Parts Replacement**
 - **Parts shipment occurs after confirmation with Spectra of the need to replenish items consumed for repairs. Parts to be shipped for expected delivery to the Customer's site within 5 business days.**
 - **Delivery in certain international locations may require additional time due to transit times and regulatory delays.**
 - **Expedited delivery may also be provided at an associated cost.**
 - **For parts not included in the ASM parts kit, replacement is to be governed by the base service level.**
- **On Site Parts Replacement – Governed by base service level.**
- **Remote Troubleshooting – Governed by base service level.**
- **Proactive Support Services – Governed by base service level.**
- **Advanced Service Management – Governed by base service level.**
- **Assigned Global Technical Support Center Representative – Governed by base service level.**
- **Storage Crisis Lifeline Disaster Recovery Program – Governed by base service level.**
- **Field-replaceable Parts Stocked On Site**
 - **A select group of Spectra-owned parts to be stocked at the equipment location for immediate use in case of part failure.**
- **Web Portal – 24/7/365 access to the Support Web Portal, knowledge base and online documentation.**
- **Software and Firmware upgrades – BlueScale software releases and firmware updates to be available for the Customer to download and install.**

ATTACHMENT A – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SERVICE PROVIDERS

Service provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service provider, his agents, representatives, employees, or subservice providers.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Service provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract). A minimum general aggregate of \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

4. Professional and General Liability Insurance.

Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises LSUHSC's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Service provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Service provider; products and completed operations of the Service provider, premises owned, occupied, or used by the Service provider. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the University.
- b. The Service provider's Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Service provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.
- d. The Service provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Service provider for the University.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those service providers whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.

F. VERIFICATION OF COVERAGE

Service provider shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.

ATTACHMENT B – Request For Supplier Diversity Certifications

Louisiana State University is committed to fostering innovation and entrepreneurship through the use of diverse suppliers and the goal of the diversity initiative is to identify, align, strengthen and connect with diverse suppliers.

If your company holds a small business and or supplier diversity certification(s) please email them to me for inclusion in our supplier database. Examples are listed below.

AbilityOne: formerly Javits-Wagner-O'Day or JWOD

Creates jobs and training opportunities for people who are blind or who have other severe disabilities. Javits-Wagner-O'Day Act of 1971, 41 U.S.C. 46-48c, the AbilityOne Program is a mandatory source of supply for Federal employees

Disadvantaged Business Enterprise: DBE

The US Department of Transportation offers the certification for small socially and economically disadvantaged businesses.

Disabled Veteran Owned Small Business: DVOSB

Emerging Business Enterprise: EBE

Lesbian, Gay, Bisexual and Transgender-Owned Business: LGBTBE

Minority-Owned Business Enterprise: MBE

Certified by LA Minority Supplier Development Council; National Minority Supplier Development Council; other certification entities

Small Business Enterprise: SBE

Small Disadvantaged Business: SDB

Certified by the Federal Small Business Association

Service- Connected Disabled Veteran-Owned Entrepreneurship: SDVB

Certified by the Louisiana Economic Development office

Small & Emerging Business Development program: SEBD

Certified by the Louisiana Economic Development office

Small Entrepreneurship/ Hudson Initiative: SE

Certified by the Louisiana Economic Development office

Veteran Owned Small Business: VOSB


Veteran Initiative/Veteran Owned Small Entrepreneurship: VSE

Certified by the Louisiana Economic Development office

Woman-Owned Business Enterprise: WBE

Certified by the Women's Business Enterprise National Council, Women's Business Enterprise Council South; other certification entities

Invitation to Bid

LSUHSC New Orleans				BIDS WILL BE PUBLICLY OPENED: June 01,2022 02:00 PM	
VENDOR NO. : SOLICITATION : 002525 OPENING DATE : 06/01/2022		Return Sealed Bid to: Purchasing Department 433 Bolivar St New Orleans LA 70112		BUYER : Defourneaux, Patrick M BUYER PHONE : 504/568-2947 DATE ISSUED : 05/02/2022 REQ. NO : FISCAL YEAR : 0	
SpectraGuard Maintenance					
To be Completed by Vendor:					
BUSINESS NAME _____ ADDRESS _____ TAX ID NUMBER _____					
<p>_____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.</p>					
INSTRUCTION TO BIDDERS					
1. READ THE ENTIRE BID(INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS). DIVERSE SUPPLIER (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS. (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT. (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY: (1) THE NAME OF THE BUSINESS; (2) ITS PRINCIPAL OFFICE OR ADDRESS; (3) THE OWNER(S); AND (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST. (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.					
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.					
3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).					
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE	
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 2 of 11
NUMBER : 002525 OPEN DATE : 06/01/2022 TIME: 02:00 PM	BIDDER:
<p>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.</p> <p>5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.</p> <p>6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.</p> <p>7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:</p> <p>IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.</p> <p>8. IMPORTANT:</p> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.</p> <p>9. SIGNATURE AUTHORITY:</p> <p>SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST</p> <p>R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.</p> <p>THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:</p> <p>(A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.</p> <p>(B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.</p> <p>(C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 3 of 11
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<p>AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.</p> <p>IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none">A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUNDB. BID FILLED OUT IN PENCIL; ANDC. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT. <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY: ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.</p> <p>13. DESCRIPTIVE INFORMATION: BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING: BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL</p>	

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<p>WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS: AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES: UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. TAXES: VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>18. NEW PRODUCTS: UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>19. CONTRACT RENEWALS: UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615</p> <p>20. CONTRACT CANCELLATION: TERMINATION FOR NONCOMPLIANCE: LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:</p> <ul style="list-style-type: none"> (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION , CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT. <p>FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE</p>	

Invitation to Bid

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<p>SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT</p> <p>TERMINATION FOR CONVENIENCE:</p> <p>LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.</p> <p>TERMINATION FOR NON-APPROPRIATION OF FUNDS:</p> <p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.</p> <p>21. DEFAULT OF CONTRACT:</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22. ORDER OF PRIORITY:</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23. APPLICABLE LAW:</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24. COMPLIANCE WITH CIVIL RIGHTS LAWS:</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p>	

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<p>25. SPECIAL ACCOMMODATIONS:</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26. INDEMNITY:</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):</p> <p>IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.</p> <p>28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:</p> <p>BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY , ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTPS://SAM.GOV</p> <p>IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p> <p>29. FEDERAL CLAUSES (IF APPLICABLE):</p> <p>ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.</p>	

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<p>CLEAN AIR ACT: THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ENERGY POLICY AND CONSERVATION ACT: THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)</p> <p>CLEAN WATER ACT: THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ANTI-LOBBYING AND DEBARMENT ACT: THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.</p> <p>30. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION</p> <p>31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.</p> <p>32. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>33. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE PURCHASE OF THE GOODS AND OR SERVICES SPECIFIED HEREIN. SUBMITTAL OF ANY CONTRARY TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING AND SUBMITTING A BID, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.</p> <p>34. VENDORS FORMS: THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p>	

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35. PUBLICIZING AWARDS:
IN ACCORDANCE WITH L.A.C 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

36. PREFERENCE:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?

YES _____
SPECIFY THE LINE NUMBER (S) _____
SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____
IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?
YES _____ NO _____
FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

37. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

38. CONFIDENTIALITY: CONTRACTOR SHALL PROTECT FROM UNAUTHORIZED USE AND DISCLOSURE ALL INFORMATION RELATING TO THE STATE'S OPERATIONS AND DATA (E.G. FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL, ETC.) THAT BECOMES AVAILABLE TO THE CONTRACTOR IN CARRYING OUT THIS CONTRACT. CONTRACTOR SHALL USE PROTECTING MEASURES THAT ARE THE SAME OR MORE EFFECTIVE THAN THOSE USED BY THE STATE. CONTRACTOR IS NOT REQUIRED TO PROTECT INFORMATION OR DATA THAT IS PUBLICLY AVAILABLE OUTSIDE THE SCOPE OF THIS CONTRACT; ALREADY RIGHTFULLY IN THE CONTRACTOR'S POSSESSION; INDEPENDENTLY DEVELOPED BY THE CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT; OR RIGHTFULLY OBTAINED FROM THIRD PARTIES.

39. CYBERSECURITY TRAINING: IN ACCORDANCE WITH LA. R.S. 42:1267(B) (3) AND THE STATE OF LOUISIANA'S INFORMATION SECURITY POLICY, IF THE CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH SUCH ACCESS MUST COMPLETE CYBERSECURITY TRAINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH COMPLIANCE ANNUALLY AND UPON REQUEST. THE CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED IN WRITING BY THE OFFICE OF TECHNOLOGY SERVICES.

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<p>FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.</p>	

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NUMBER : 002525 OPEN DATE : 06/01/2022 TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	ASMB with SpectraGuard 4 hour on-site support, 7/31/2022 - 7/30/2027 Spectralogic T950, serial number 0716401 Spectra Logic: 90940515R/90940531R 1 LTO-4 Drive 3 LTO-5 Drives 4 LTO-7 Drives. 1 RIM, 1 QIP, 380 total slots.	1.00	EA		
2	LTO-4 Service Life Continuation Fee, 1 drive. Spectra Logic 90808006R	1.00	EA		
3	LTO-5 Service Life Continuation Fee, 3 drives. Spectra Logic 90808006R	1.00	EA		
4	T950 Mechanical Refresh Service. Spectra Logic 90940573/90940599	1.00	EA		
5	SpectraGuard 4 hour on-site support, 7/31/2022 - 7/30/2027 Spectralogic T950, Serial number PTH0413003 Spectra Logic:90940515R PN 90940515R reflects SpectraGuard Four Hour OnSite Support 1 LTO-4 Drive 1 LTO-5 Drive 2 LTO-7 Drives 1 RIM,1 QIP, 380 Slots	1.00	EA		

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NUMBER : 002525 OPEN DATE : 06/01/2022 TIME : 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
6	LTO-4 Service Life Continuation Fee, 1 drive. Spectra Logic 90808006R _____	1.00	EA		
7	LTO-5 Service Life Continuation Fee, 3 drives. Spectra Logic 90808006R _____	1.00	EA		
8	T950 Mechanical Refresh Service Spectra Logic 90940573/90940599 _____	1.00	EA		
				TOTAL:	